



September 30, 2005

RE: RFP DGS-2053 Addendum #14

TO ALL INTERESTED BIDDERS:

Revised RFP pages reflecting Addendum #14 to RFP DGS-2053 are attached unless otherwise denoted below. This addendum makes changes or corrections to the following RFP Sections:

SECTION 4

Table of Contents. New Table of Contents includes changes to 4.5.5.2 and 4.5.6.3 as described below and corrected typo in 4.5.2.

Section 4.4.3. Added explanatory language in fourth bullet.

Section 4.5.1, item 5. Changed “add new services and features” to “add enhanced services and features”.

Section 4.5.1, item 14. Deleted qualifying statement at the beginning of this item.

Section 4.5.2.1, item 3. Removed the “.” after “approval”.

Section 4.5.5.2. Added “(M)” designation to the title.

Section 4.5.5.2.4. Deleted reference to Item 12.

Section 4.5.6.3. Changed name of the section from “Transfer” to “Transfer between Modules”.

Section 4.5.7. Added “(M)” designation to the title.

Section 4.5.9.1, second bullet. Changed “the service are” to “the services are”.

Section 4.5.9.2. Added fourth bullet.

Section 4.5.10, first row on page 25. Modified the language for Deficiency and for Rights and Remedies.

Section 4.5.10, first row on page 26. Changed “the service will become” to “the services will become”.

Section 4.5.10, last row on page 27. Modified the language for Deficiency and for Rights and Remedies.

SECTION 5

Section 5.25. Modified the description of requirements in the first paragraph and clarified application of items 2.a, 2.c, 2.e, and item 4. Added item 5 regarding need to provide description of Migration Plan.

SECTION 6.1

Section 6.1.7.4, 2nd bullet on page 129. Added the phrase “as describe in” at the end of the statement.

Section 6.1.7.5, 4th bullet. Changed “certification” to “verification”.

Section 6.1.7.5, last bullet (top of page 131). Changed “condition” to “conditions”.

Section 6.1.12.2.1, last bullet. Changed “Contractor/Subcontractor name” to “Contractor/Subcontractor/Affiliate name”.

Section 6.1.12.2.2, last bullet. Changed “Contractor/Subcontractor name” to “Contractor/Subcontractor/Affiliate name”.

Section 6.1.12.2.3, last bullet. Changed “Contractor/Subcontractor name” to “Contractor/Subcontractor/Affiliate name”.

Section 6.1.14. Added statement regarding DTS/ONS approval requirements.

Section 6.1.14.1. Added items 9 and 22 to this section.

Section 6.1.14.2. Moved reference to industry standards to item 8 by itself. Deleted last sentence in first full paragraph on page 230.

SECTION 6.2

Section 6.2.14.2. Modified list of security requirements.

Section 6.2.18.5, 4th bullet on page 65. Changed “certification” to “verification”.

Section 6.2.23.2.1, last bullet. Changed “Contractor/Subcontractor name” to “Contractor/Subcontractor/Affiliate name”.

Section 6.2.23.2.2, last bullet. Changed “Contractor/Subcontractor name” to “Contractor/Subcontractor/Affiliate name”.

Section 6.2.23.2.3, last bullet. Changed “Contractor/Subcontractor name” to “Contractor/Subcontractor/Affiliate name”.

Section 6.2.25. Added statement regarding DTS/ONS approval requirements.

Section 6.2.25.1. Added items 9 and 22 to this section.

Section 6.2.25.2. Moved reference to industry standards to item 8 by itself. Deleted last sentence in first full paragraph on page 147.

SECTION 6.3

Section 6.3.2. Added “cabling” to the last sentence in the first paragraph.

Section 6.3.2, page 7. Modified description of required standards.

Section 6.3.4, page 49. Added standards requirements that so that page 49 is replaced by pages 49 and 49a.

Section 6.3.10.5, page 110, second bullet. Changed “certification” to “verification”.

Section 6.3.15.2.1, last bullet. Changed “Contractor/Subcontractor name” to “Contractor/Subcontractor/Affiliate name”.

Section 6.3.15.2.2, last bullet. Changed “Contractor/Subcontractor name” to “Contractor/Subcontractor/Affiliate name”.

Section 6.3.15.2.3, last bullet. Changed “Contractor/Subcontractor name” to “Contractor/Subcontractor/Affiliate name”.

Section 6.3.18. Added statement regarding DTS/ONS approval requirements.

SECTION 6.4

Section 6.4.8.5, fourth bullet. Changed “certification” to “verification”.

Section 6.4.13.2.1, last bullet. Changed “Contractor/Subcontractor name” to “Contractor/Subcontractor/Affiliate name”.

Section 6.4.13.2.2, last bullet. Changed “Contractor/Subcontractor name” to “Contractor/Subcontractor/Affiliate name”.

Section 6.4.13.2.3, last bullet. Changed “Contractor/Subcontractor name” to “Contractor/Subcontractor/Affiliate name”.

Section 6.4.16. Added statement regarding DTS/ONS approval requirements.

SECTION 8

Section 8.3.3, third bullet. Added qualifier regarding need for at least an overview of Bidder's solution.

Table 8.1. Added description of need for overview of Bidder's solution for Section 6 responses.

SECTION 9

Added description of point value assignments to Tables 9.5.3 – D1, 9.5.3 – E1, 9.5.3 – E2, 9.5.3 – E3, and 9.5.3 – E4.

APPENDIX B-4

Exhibit A-5, pages 64 and 65. Replacement pages are provided with appropriate page footers.

Page 66. Replacement page is provided with appropriate page footer.

The above synopsis is a summary; please read the entire text of each change. Changes are indicated by a horizontal or vertical line in the right margin of each page. A horizontal line indicates that text has been removed. A vertical line means text has been added or text has been changed. Please replace the RFP pages with the pages included in this addendum.

Please send any questions to me via e-mail.

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4.4.3 Module 3 –Internet Protocol (IP) Services (M-O)

This Module provides an alternative solution to the traditional voice, video and data services named in Modules 1 and 2, by providing those services in an IP environment. The establishment of these new IP based services will enable the State to provide its CALNET II Customers hosted turnkey Voice over Internet Protocol (VoIP) solutions, other IP services and a migration path to Convergence as Customer's business needs dictate.

This module also includes Network Based IP Call Center solutions, Managed IP Video Conferencing and a variety of Converged Services. Due to the structure of the RFP, all services shall provide end-to-end connectivity. The following is a general list of services that may not include all services requested in Section 6.

Specific minimum geographic service areas have been identified in the requirements of Section 6. These minimum geographic service requirements are derived from current State telecommunications usage statistics but are not to be considered a guarantee of future usage for services from Module 3. The State also plans on conducting an analysis to determine the quality and reliability of the proposed IP solution and the associated data network.

- Hosted Standalone IP Telephony Services: The Contractor shall provide a full turnkey Hosted IP Voice solution for the State. The Hosted VoIP solution shall be delivered on a simple "per seat per month" cost basis. No long distance fees shall apply between service areas. All off-net local, long distance, and toll free services shall be provided through the Contractor supplying services on Module 3.
- IP Transport for Converged Services: The Contractor shall provide an IP Transport that will support voice, video and data services, providing a migration path to future application Convergence. IP Transport may include, but is not limited to: DSL, DS0, DS1, DS3, Fractional DS3, Ethernet, or a combination to augment geographic coverage or bandwidth. Although the State is not specifying network configuration or technology, the Contractor shall not transport 'Converged Services' over the public Internet.
- Converged Services, IP Telephony Services: The Contractor shall provide a WAN solution that will connect to the Customer's Local Area Networks (LANs) allowing for migration to a converged environment. This service will allow for the provisioning of hosted voice and data over a single IP network interface.
- Converged Services – IP Contact Center Applications: The Contractor shall provide functionality such as the following: Contact Center service functionality Automatic Call Distribution (ACD), Interactive Voice Response (IVR), Specialized Call Routing (SCR), and Computer Telephone Integration (CTI) Services.

4.5 PROPOSED STATE ENVIRONMENT (M-O)

4.5.1 Major Objectives

Listed below are the major objectives the State wishes to achieve through competitively bid statewide Contracts:

1. Obtain cost effective, reliable, and secure telecommunications products and services for State and local government Agencies as provided for by the State vision, strategies and policies.
2. Consolidation of the State's telecommunications buying power through standard statewide pricing. Contractors shall be required to offer baseline pricing in their Proposal for all offered services for all Customers.
3. A non-exclusive Contract model with a single prime Contractor for each of the four Modules described in Section 4.4 and in Section 6, where the Contractor will be given the opportunity within the Contract terms to provide reduced service pricing consistent with State policy (Management Memo 04-08 or its updated versions) before the State exercises its option to obtain services from alternative vendors. (See Section 4.5.2 regarding individual pricing requirements.)
4. No cost to existing Customers to Transition to replacement services in Module 1 and Module 2; Contractors must plan and communicate how this Transition would be accomplished in the least disruptive way.
5. Establish Contract amendment criteria and processes to enable the Contract(s) to be modified expeditiously to add enhanced services and features, reduce rates, or change other terms and conditions.
6. Establish business practices with the Contractor(s) to manage, deploy and implement services and sophisticated network monitoring capabilities, applicable reports and Customer training.
7. Ongoing and periodic in-depth reviews of service maintenance and provisioning strategies in the best interest of the Customer, including the ability to manage, track and report on large projects, and to make adjustments in Contractor(s) pricing.
8. Assessment of options for failure to meet Contract terms and conditions, and other designated rights and remedies for the State, with the ability to discontinue or substitute services as determined by DTS/ONS, with advisory input from Customers and Contractor.
9. Continued support of Federal Universal Service Fund programs that assist qualified schools and libraries in obtaining cost effective telecommunications services.
10. Billing invoice systems used by the Contractor and/or Affiliates and subcontractors will be of the same invoice format and detail, and non-contract service items will be

- indicated with unique identifiers. Any request by Customers for special invoice requirements will be pre-approved by DTS/ONS.
11. Confirmation and demonstration through Bidder response that the State will not be subject to taxes and surcharges that are not expressly mandated by the Federal Communications Commission, California Public Utilities Commission, or other taxing authority to be collected from the End-User of the subscribed service.
 12. Each Contractor will accept full responsibility to perform as the statewide Single Point of Contact for all Contract requirements for their respective Module, including service design, ordering, provisioning, maintenance, training, trouble reporting, and invoicing. This responsibility includes the conduct of each Contractor, their Affiliates or subcontractors, in complying with the terms and conditions of the Contract. Each Contractor will comply with the State's vision for an effective Contractor/State business relationship based on the services and business principles defined in this RFP.
 13. Each Contractor, their Affiliates or subcontractors, as an integral part of the business relationship envisioned by the State in the RFP, are expected to provide consultative business assistance to Agencies in the planning, selection, application, and cost effective use of Contract Services at no additional cost.
 14. Each Contractor will commit that corporate staff and resources commensurate with the size and complexities of the Contract will be assigned to support services throughout the Term of the Contract.
 15. Each Contractor will inform the State in writing and make available any agreements with Affiliates or subcontractors that impact the performance of the Contract.

Bidder understands the requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

4.5.2 Individual Pricing Scenarios

In addition to the statewide pricing provisions set forth above, and consistent with State policy (Management Memo 04-08 or its updated versions), Appendix B, Model Contract Language, Section 57, Non-Exclusive Contract, and Section 70, Most Favored Nation, the Contractors may offer Individual Case Basis Pricing (see Appendix B, Model Contract Language, Section 71), and Individual Price Reductions (see RFP Section 4.RFP Section 5.2.1 and Appendix B, Model Contract Language, Section 72).

4.5.2.1. Individual Price Reductions (IPR)

The awarded Contractors shall be allowed to reduce one or more statewide service prices for individual public Agencies or locations in response to competitive pressures. Refer to Appendix B, Model Contract language, Section 72.

1. Contractors may enter into price negotiations with individual Agencies in accordance with State policy.
2. Individual Price Reductions (IPR) shall be for service pricing only. All other Contract terms and conditions, including Service Level Agreements, will remain unchanged.
3. IPR will require DTS/ONS approval prior to implementation. The Contractor shall submit to DTS/ONS an IPR Notification document for signature approval (See Appendix B, Exhibit 5-A). The IPR Notification document shall clearly specify the effective date of the IPR and the proposed price reductions. No additional taxes, fees, and/or surcharges will be allowed per RFP Section 5.5.2. and Appendix B, Model Contract Language, Section 60.
4. Subsequent to approval, Contractor shall post all IPR changes on a DTS/ONS designated web site within 10 calendar days of the effective date. Specific required information will be at the discretion of the State.
5. The IPR does not require reduction of statewide pricing pursuant to Section 70; however, if statewide pricing falls below the IPR rate, the reduced statewide price will apply.
6. Once agreed upon, Contractor may not cancel or increase any IPR.
7. All IPR changes will be subject to audit pursuant to Appendix B, Model Contract Language, Section 33, Examination and Audit.

location_____ page_____ paragraph_____

Description:

4.5.5.2. Corporate Business Relationships (M)

In the event that a Bidder is awarded a Contract in more than one Module, the Bidder must adhere to the requirements of each Contract independently. Bidders shall submit a Contractor Business Plan as referenced in Section 4.5.7 with their Proposal(s) for each Module that also identifies the items discussed in the subsections below.

4.5.5.2.1 Single Point of Contact (M)

Bidders shall describe in detail the process for how corporate governance will meet “single point of contact” responsibilities. (Section 4.5.1, Item 12.) If a Bidder wins more than one module they may be required by the State to provide a “single point of contact” for all their awarded Contracts.

Bidder understands the requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

4.5.5.2.4 Sharing of Key Personnel and Resources (M)

Section 4.5.7.1 requires identification of Key Personnel. Bidders that submit a Proposal to share Key Personnel or resources between corporate entities in support of individual Contract requirements, shall demonstrate how sharing of resources will not negatively impact individual Contract administration, management, and operations. Any plan to share Key Personnel, resources, or functions (e.g., billing, service order, trouble reporting) shall be included in the Contractor Business Plan and requires DTS/ONS approval prior to implementation.

Bidder understands the requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

4.5.6 Transition/Migration/Transfer Objectives (M)

4.5.6.1 Transition

The State has documented its requirements that existing Customers of the CALNET I Contract will Transition to CALNET II Contract Services for Module 1 – Core Services and Module 2 –Long Distance Services for Voice at no cost to the State or its Customers.

Exempt State Agencies and local government Customers may Transition to CALNET II at their option. In Sections 6.1.14, 6.2.25, 6.3.18 and 6.4.16 the Bidders are required to submit a Transition-In plan that establishes a Transition schedule, the specifics of which are predicated on many factors. The State recognizes that Customer business needs, operational requirements, and/or service complexities as well as DTS/ONS oversight authority may impact Transition planning and schedules. Refer to Appendix B, Model Contract Language, Section 76.

4.5.6.2 Migration

In a situation where a Customer requests Migration directly from existing CALNET I Contract Services to new services available in CALNET II Module 3 – Internet Protocol Services or Module 4 - Broadband Fixed Wireless Access Services, the Customer will be responsible for any installation charges associated with provisioning of services.

The Bidder is expected, as part of the required Migration planning, to coordinate with the incumbent provider(s) on all actions required to facilitate timely and orderly Migration of services. The DTS/ONS will be the approving authority for all Customer requests to Migrate directly from existing CALNET I Contract Services to CALNET II Module 3 or Module 4 Services.

4.5.6.3 Transfer Between Modules

Under the four-Module business concept, the Customer may have a business requirement to Transfer between CALNET II service Modules. There are two situations when this may occur. The first is when the Customer submits a routine business request to Transfer services between Modules. In this situation the Customer will incur installation charges.

The second situation is where the Customer has ordered services, Transferred, Transitioned, or Migrated to a Module service(s) that fails implementation and/or Acceptance Testing requirements. The Customer shall then have the option of Transferring to another Module for services under CALNET II at the expense of the Contractor of the failed service if the failed service cannot be remedied in a timely manner per provisioning and SLA requirements in Section 6.

In the event that DTS/ONS determines that replacement of failed service(s) must be acquired outside of the CALNET II Contracts, the Contractor of the failed service shall be responsible for installation costs. Refer to Appendix B, Model Contract Language, Section 34.

Bidder understands the requirement and shall meet or exceed it? Yes _____ No _____

Reference: document _____

location _____ page _____ paragraph _____

Description:

4.5.7 Contractor Business Plan (M)

Contractor shall submit with the Proposal a Business Plan as referenced in Appendix B, Model Contract Language, Section 52.f, and annually thereafter that demonstrates that qualified staff and resources are available to support the business and Contract management activities consistent with the terms and conditions of the Contract(s).

4.5.7.1 Staffing and Resource Requirements (M)

Contractor shall describe and identify the appropriate staff resources to be assigned upon award of the Contract as listed below:

1. A list of personnel classifications assigned with required skills defined for each classification.
2. An organization chart of personnel assigned to the Contract.
3. Brief resume statements of Key Personnel for the Contract, including but not limited to the following:
 - a. Executive Officers
 - b. Dedicated Contract Program Manager
 - c. Project Manager (Transition/Migration/Transfer as appropriate)
 - d. Service Operations Manager
 - e. Marketing Manager
 - f. Technical Solutions Manager
 - g. Training Manager
4. Executive level personnel must be available to meet and confer with the State on Contract related issues in Sacramento.
5. Other Key Personnel must be available to work in California at the request of the State, at the State's designated location, and at no additional cost to the State.
6. The State requires the Contractor to have an agent in California authorized to review, approve, and sign Contract amendments.

4.5.9 Dedicated Contract Program Manager Responsibilities (DCPM)

It is the responsibility of each Contractor's DCPM to ensure that the Contractor complies with the Statement of Work. In addition to the Statement of Work, Appendix B, Section 50 (Performance Deficiency Charges) and Table 4A also include obligations for administrative, reporting and relationship management functions of the Contractor. Because of the size and complexity of the RFP, the State recognizes and acknowledges all possible scenarios cannot be identified; however, the following representative examples illustrate the type of functions the State will consider in assessing Contract performance. The Bidders will describe in detail how they will comply with the requirements of this section.

4.5.9.1 Administrative Functions (M)

Administrative functions are defined as those consistent with Contractor's Program Management responsibilities. Some examples of these functions include, but are not limited to the following:

- Respond to the State Program Manager's established suspense date and/or deadline by written communication (e.g., letter, email)
- Ensure that Contractor does not market services that are not available on the Contract in a manner that implies to Customers the services are, or will become, contractually available
- Inform the State of regulatory changes that impact Contract Services.
- Ensure that Contractor complies with "Most Favored Nation" status per Appendix B, Section 70.
- Ensure that Contractor Staff are adequately trained on Contract provisions (products/services) and the terms and conditions of the Contract.
- Obtain DTS/ONS approval for Individual Pricing Reductions prior to implementation

Bidder understands the requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

4.5.9.2 Reporting Functions (M)

Reporting functions are defined as detailed accounting of Contract requirements necessary for the State to conduct Contract oversight, monitoring, compliance, and Customer relationships. Some examples of these functions include, but are not limited to:

- Ensure required Contract reports are accurate and complete to support the State's ability to perform Contract oversight
- Ensure Contractor corrects identified report deficiencies
- Ensure Contract management tools demonstrate that they meet or exceed State Contract requirements
- Ensure IPR changes are posted to the DTS/ONS designated web site within 10 calendar days of the effective date of the new rates.

Bidder understands the requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

4.5.9.3 Relationship Management Functions (M)

The State perceives the ideal relationship management environment as one which fosters open communications; honest and meaningful discussions; professional courtesy; respect for others' point of view; and enhances an atmosphere of trust that results in a mutually beneficial business relationship. This environment will help ensure that Customers served by the Contract(s) receive cost effective and efficient services that in turn enable them to better

4.5.10 Performance Deficiencies And Charges (M)

Table 4A below describes obligations, deficiencies, resolution options, rights and remedies (including performance deficiency charges) for Contractor performance. Table 4A includes categories describing deficiencies in the performance of administrative, reporting, and relationship management functions. Performance categories and remedies provided below may be revised and/or expanded upon proposal by the State and consent by Contractor; such consent shall not be unreasonably withheld.

Table 4A – Performance Deficiencies And Charges			
Performance Obligations	Deficiency¹	Resolution Options for Performance Deficiencies²	DTS/ONS Rights and Remedies Including Performance Deficiency Charges
Administrative Functions (Section 4.5.9.1)	Dedicated Contract Program Manager fails to notify State Program Manager by written communications (e.g., letter, e-mail) of their inability to meet State Program Manager's established suspense date and/or deadline.		Dedicated Contract Manager notifies by written communication (e.g., email, letter) of their inability to meet State Program Manager's established suspense date and/or deadline within 5 business days of established suspense date and/or deadline.

¹ As described in Appendix B, Section 50.a.

² Consistent with this section, and Appendix B, Section 50.a the State will meet and confer with the Contractor to assess deficiencies and establish a remedy. The State's objective is not to levy charges, but improve performance.

Table 4A – Performance Deficiencies And Charges			
Performance Obligations	Deficiency ¹	Resolution Options for Performance Deficiencies ²	DTS/ONS Rights and Remedies Including Performance Deficiency Charges
	Market services that are not available on the Contract in a manner that implies to the Customer the services will become contractually available.	Appendix B, Section 35, Disputes and Section 84, Governance, apply as necessary in resolving performance deficiency issues.	Appendix B, Section 50, Performance Deficiency Charges
	Contractor does not inform the State of regulatory changes that impact Contract Services.	Appendix B, Section 35, Disputes and Section 84, Governance, apply as necessary in resolving performance deficiency issues.	Appendix B, Section 50, Performance Deficiency Charges
	Contractor does not comply with “Most Favored Nation” status per Appendix B, Section 70.	Appendix B, Section 35, Disputes and Section 84, Governance, apply as necessary in resolving performance deficiency issues.	Appendix B, Section 50, Performance Deficiency Charges

Table 4A – Performance Deficiencies And Charges			
Performance Obligations	Deficiency ¹	Resolution Options for Performance Deficiencies ²	DTS/ONS Rights and Remedies Including Performance Deficiency Charges
	Demonstration that Contractor staff lacks adequate training on Contract provisions (products/services) and terms and conditions.		Initial Business Plan will be considered delinquent if not received within 5 Business Days of due date (30 calendar days after award of the Contract). Annual Business Plan will be considered delinquent when not received within 30 calendar days of Contract anniversary date. (Initial Business Plan \$500/\$250 per week thereafter. Annual Business Plan plus 30 days \$250/\$250 per week thereafter.)
	Contractor fails to obtain DTS/ONS approval for Individual Pricing Reductions prior to implementation.		Acquire DTS/ONS approval prior to implementation of Individual Price Reductions by submitting a signed Individual Pricing Reductions Notification document (Appendix B, Attachment 5). (\$7,500 per occurrence)
	Contractor fails to post approved Individual Pricing Reduction rates on the DTS/ONS designated website within 10 calendar days.		Post DTS/ONS approved Individual Price Reduction rates on DTS/ONS designated website within 10 calendar days of effective date of rates. (\$250/\$250 per week thereafter)

PROTOTYPE OR DISCONTINUED MODELS ARE NOT ACCEPTABLE, except when replacing State owned equipment at no cost to the State. In such cases of exception the equipment may be used, but must be of equal or better condition as that owned by the State, in the opinion of the DTS/ONS. Such used equipment shall be warranted free of defects for a minimum of six months, and in the event of defect within the warranty period it shall be replaced by the Contractor at no cost to the State.

3. Any subcontractor that the Bidder chooses to use in fulfilling the Requirements of this RFP, and which is expected to receive more than ten (10) percent of the value of the contract, must also meet all Administrative and Technical Requirements of the RFP, as applicable.

5.25 CONCEPTUAL PROPOSAL REQUIREMENTS

Bidders must address the services and description with at least an overview of the Bidder's solution for each Module(s) Bid. Detail information for each Module is found in RFP Section 6 as follow:

Module 1	see Section 6.1
Module 2	see Section 6.2
Module 3	see Section 6.3
Module 4	see Section 6.4

Bidders must submit the following in their Conceptual Proposal for each Module(s) Bid:

1. A description of the Bidder's significant subcontractor or other provider relationships, including LECs, IXC's, CLEC's, etcetera as appropriate.
2. Overall plan to provide required services statewide as described for each Module. Bidder shall describe how it intends to meet the Requirement for each Module. At a minimum the Bidder should address:
 - a. Ability and method to deliver required local voice services, such as: facilities-based within the Bidder's CPUC authorized territory, resale out of territory, pass-through of small LEC services, etc. (Applies to Modules 1 and 3.)
 - b. Ability and method to secure agreements with LECs, IXC's, and CLEC's where necessary to ensure continuity of existing and future service Requirements.
 - c. Ability and method to deliver required long distance voice services, where appropriate.
 - d. Ability and method to deliver required data services.
 - e. Ability and method to deliver required line-side services. (Applies to Modules 1 and 3.)
 - f. Ability and method for collection and remittance of administrative fees to the State.
3. Plan to provide invoicing and reporting for services, including services provided by subcontractors or other provider relationships.

4. For Modules 1 and 2, provide a Transition/Implementation Plan. At a minimum include how the Bidder anticipates transitioning from the current service provider to the Bidder, how service disruptions can be minimized, required equipment replacements, End-User training, transition to legacy invoicing systems, any expected State responsibilities, and other Requirements.
5. For Modules 3 and 4, provide a Migration Plan. At a minimum, include how the Bidder shall facilitate Customer migration from the Module 1 or Module 2 service to the Bidder's service, how service disruptions can be minimized, required equipment replacements, End-user training, transition to legacy invoicing systems, any expected State responsibilities, and other Requirements.
6. Anticipated awarded Bidder staffing levels to be applied to the transition and for ongoing services.
7. Description of how the Bidder anticipates conducting contract administration at the Program level.
8. Plan that describes the Bidder's understanding of its responsibility to assist CALNET Customers in meeting business objectives through planning, selection, application, and cost effective use of contract services. The plan should identify any tasks the Customer is expected to complete, and what role, if any, is anticipated of DTS/ONS.
9. How the Bidder anticipates that service orders, service and account reporting, trouble resolution, and other reporting and contacts for all CALNET Customers will be handled.
10. Any administrative or technical areas of concern that the Bidder would like to bring to the State's attention.
11. Identification of any State task, resource, or facility upon which the Bidders Proposal or solution may be dependent.

5.26 DETAILED TECHNICAL PROPOSAL

Bidders must respond to RFP Section 6 in its entirety for the Detailed Technical response for each Module(s) Bid by the date indicated in RFP Section 1.7, Key Action Dates.

5.27 AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE STATEMENT

Bidders must indicate compliance with the Americans with Disabilities Act by signing Exhibit 5-M (ADA Compliance) and including it in Volume 1 of the Proposal.

5.28 FORMS INDEX

The following forms are applicable to this RFP and are either required or optional. Each form and the associated Requirements should be read carefully to ascertain which forms are applicable to a Bidder's Proposal. Complete and submit as appropriate. Some of the forms listed below are provided in the RFP in the Section corresponding to the Exhibit number, whereas others may be accessed on-line as referenced in the RFP. Required forms that are either incomplete or omitted from a Bidder's Proposal could render the Proposal as non-responsive which may disqualify Bidders from further participation and preclude a contract award. **IMPORTANT: PLEASE NOTE THAT THE FORMS LISTED BELOW WITH AN ASTERISK ARE REQUIRED FORMS AND MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.**

- Provide status information to Customers on the progress of service requests initiated by the Customer
- Provide DTS/ONS with service implementation management reports that include, at a minimum, a listing of requests and the implementation interval for each request as described in Section 6.1.11.3.4
- Define the necessary interface Requirements for existing End-User CPE to connect to the Contractor-provided services
- Perform a site inspection of Customer location prior to implementation of service to ensure there is an adequate environment for the new service
- Coordinate the service installation with the Customer contact as identified by the Agency ATR. This includes scheduling, hosting, coordinating, and documenting minutes of coordination meetings as appropriate
- Develop engineering design standards for Contractor use of existing State assets where applicable
- Develop comprehensive implementation plans and schedules that minimize disruption of the current Customer's telecommunications system
- Prepare site preparation plans that specify Requirements for space, power, air conditioning, humidity control, floor loading, dimensions, Equipment, and any other special Requirements necessary for the provision of service in a Customer location
- Prepare service acceptance plans that specify Requirements for functional testing, load testing, and cutover testing of Contractor provided services
- Prepare or obtain floor plans showing jack locations and jack numbers (if available) and identify the "Primary Directory Number" next to the appropriate jack location on the floor plans)
- Provide DTS/ONS staff web access for service activity

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

6.1.7.5 Marketing Requirements (M)

The DTS/ONS will approve all Contractor's CALNET II marketing materials and, at DTS/ONS's discretion, will be present on marketing calls to Agencies. Contractor shall employ industry accepted marketing practices to inform Agencies of the availability and benefits of contracted services. Contractor will submit marketing plans for approval within 90 calendar days of Contract award and annually thereafter, except as described below. There will be no cost associated with the collaborative marketing plans, and the marketing plans will include, at a minimum, the following provisions:

- Contract-marketing activities are limited to the approved contracted services
- As part of its contractual obligation to assist Agencies in business planning, the Contractor may discuss technology applications or solutions with Customers. The Contractor shall not present services that are not available on the Contract in a manner that implies to the Customer the service will be made contractually available. If Contractor is unsure on the status of proposed services it has submitted to the State for consideration, or if a service will qualify for inclusion on the Contract, the Contractor shall contact DTS/ONS for clarification
- Marketing brochures and materials for contracted services must be approved by the DTS/ONS prior to distribution
- Joint State/Contractor planning and training and State verification that validates that marketing representatives have been trained on Contract services, and knowledgeable on Contract terms and conditions
- Detailed monthly Customer profiles which include Agency identification, Customer (End-User) service locations, service types (by service identifier number), billing telephone number, quantity per service type/minutes as applicable, and circuit/phone numbers. Reports will be submitted in accordance with Section 6.1.12.2
- Detailed monthly reports on Contract usage for State and local government. Reports will be submitted in accordance with Sections 6.1.12 and 6.1.13
- Establishing a joint forum, within 90 calendar days of Contract award and annually thereafter, for Contractor and DTS/ONS market planning to enhance Contract utilization. DTS/ONS or Contractor may convene a marketing forum to address marketing planning

- Marketing plan must ensure compliance with terms and conditions of the Contract

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

6.1.8 INVOICING SERVICES (M)

Contractor shall provide invoices and supporting reports for all of the products, services, and features provided for CALNET II. Invoices will be provided in multiple media and in accordance with the formats described in this Section 6.1.8.

Contractor will be responsible for the accuracy, timeliness, and content of the invoices from Contractor's subcontractors and business partners.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

Description:

6.1.12.2.1 DTS/ONS Fiscal Inventory Report of All Services (M)

The DTS/ONS Fiscal Inventory Report of All Services identifying all products and services shall include, at a minimum, the following information:

- Date of inventory
- Agency ID
- Customer name
- Customer address
- Service address
- Service period
- Service type
- Service/Feature type
- Unique service/feature identification code
- Quantity of new installations
- Current quantities
- Usage charge
- Quantity of service terminations
- Circuit ID(s)
- Calls
- Contract rate
- Administrative fee rate
- Customer rate (Contract rate with administrative fee)
- Administrative fee totals
- Total charges identified by Agency and also by State/local designation
- Contractor/Subcontractor/Affiliate name

- Total monthly charges (including Administrative Fee)
- Customer bill group (e.g., executive, local government, higher education, etc.)
- Contractor/Subcontractor/Affiliate name

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

6.1.12.2.3 DTS/ONS Detail of Services Billed Report by Agency (M)

The DTS/ONS Detail of Services Billed By Agency Report shall provide, at a minimum, the following information: (List each service type separately).

- Date
- Agency ID
- Customer name
- Customer Address
- Service address
- Bill payer number
- Billing telephone number
- Service period
- Service type
- Service/feature type
- Contract Rate
- Administrative Fee rate

- Customer Rate
- Unique service/feature identification code
- Quantities
- Total calls
- Total minutes
- Total recurring charges
- Total non-recurring charges
- Total usage charges
- Itemized taxes and surcharges
- Total credits and adjustments
- Administrative Fee rate charges
- Total Administrative Fees collected
- Total monthly charges
- Customer bill group (e.g., executive, local government, higher education, etc.)
- Contractor/Subcontractor/Affiliate name

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

6.1.12.2.4 Trouble Ticket/SLA Credits Fiscal Report (M)

The Trouble Ticket/SLA Credits Fiscal Report shall provide the following information at a minimum:

6.1.14 REQUIRED TRANSITION STRATEGY (M)

The awarded Contractor shall participate in two transition phases and submit two separate plans; Transition-In is the Transition from the incumbent Contractor services to the new Contractor services. Transition-Out occurs at the end of the Contract Term or cancellation of the Contract, whichever occurs first. The Contractor agrees to cooperate fully with the State and awarded Contractor(s) in planning, coordinating, and implementing both required Transition phases. For both phases, the Contractor will provide a plan that will assure the State that all services will be Transitioned to the new Contract services in a timely and efficient manner.

To ensure that the State business objectives are met, DTS/ONS shall have prior approval authority for both Transition-In and Transition-Out Plans.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

6.1.14.1 Transition-In Requirements of Startup (M)

As part of the RFP response, the Contractor will submit a Transition-In plan that will be evaluated on the following:

1. Describe in detail the minimal End-User impact during Transition.
2. Describe in detail the Transition schedule that ensures timely Transition of all contracted services.
3. Transition planning strategy and schedule that considers:
 - Customer (State and public Agency)
 - Customer location
 - Service type/category or technology
 - Service complexity

- Interoperability Requirements/considerations
 - Service quantity considerations
 - Customer special business Requirements
 - Public safety considerations
 - Consider impact on State, Customers, business, and operational Requirements in establishing Transition schedules
4. Describe in detail that no additional costs will be charged to the End-User for Transition of services.
 5. Strategy for establishing agreements, with Independent Local Exchange Carriers necessary to ensure continuity of statewide end-to-end services. Agreements shall be in effect at Contract award.
 6. Processes for Transition of local government Customers subscribing to services under the Authorization to Order Under State Agreement provisions.
 7. Strategy to create implementation processes and procedures necessary for Transition of incumbent Contractor, Affiliates, or reseller services to new contracted services.
 8. Cutover process including planning, site preparation, service inventory verification, order freeze, disconnect/new order processes and emergency procedures.
 9. For the purpose of the cutover process, Transition is not deemed complete until customer-billing accounts for disconnected services has been paid in full.
 10. Identity of support activities and description of tasks to prepare Customer locations for Transition.
 11. Strategy for Transition of State Integrated Billing System (SIBS) and incumbent's billing system to new Contractor's invoice systems.
 12. Processes, procedures, and timeliness necessary to resolve billing discrepancies and reconciling billing invoices.
 13. Identification of Transition tasks dependent on State and/or Customer data or resources.
 14. Identification of what the Contractor views the State and Customer roles and responsibilities in Transition planning and implementation of new Contract services.
 15. Transition Management Plan to effectively manage Transition through commitment of staff resources with required skills.
 16. Identification of Customer training necessary to support Transition-In, Section 6.1.4.
 17. Structure of organization to support Transition.

18. Development of a Transition strategy that can be defined in detail and implemented immediately upon award.
19. Inclusion of training plans for training categories and Requirements identified in Section 6.1.4.
20. Contractor shall submit a schedule and plan for Transition of administrative fees as follows:
 - Conversion schedule for Administrative Fees
 - Process for establishing Administrative Fees
 - Process for Transitioning of Administrative Fees from CALNET I Contractor to CALNET II services where new Administrative Fees are applied
21. Other plan content.
22. Contractor shall use industry accepted project management methodology throughout the Transition process.
23. Upon award of the Contract, the Contractor shall establish a service inventory database of Transitioned services. The database is intended to include all Transitioned services as well as services added throughout the Contract Term. This database will be maintained throughout the Contract Term and be made available to DTS/ONS in the timeframes described in Section 6.1.11.3.4.

The State acknowledges that many of the Transition Requirements of this Section may not be known, defined, or may not be completed until Contract award. In responding to the Requirements of this Section, the expectation of the State is that the Bidder will acknowledge, demonstrate, and recommend to the extent possible all considerations necessary for developing and implementing a successful Transition plan.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

- a. Fiscal Impact: the State does not anticipate any cost to Transition services.
 - b. Strategy for Transition of Contractor services to new Contractor services.
 - c. Strategy for Transition of invoicing systems.
 - d. Identification of tasks dependent on State data or resources.
 - e. Structure and organization (e.g., Business Plan - Section 4.5.7) to support current Contract terms and conditions and resources to support Transition of services.
 - f. Describe in detail how the Contractor's, subcontractor's, and Affiliates' invoices shall be reconciled for Transition to new Contractor's invoicing system(s).
 - g. Other elements necessary for Transition planning.
7. Contractor shall submit a schedule and plan for transparent Transition of services to support the continued billing, collection, and remittance of Administrative Fees for services billed under the Contract.
 8. Contractor shall use industry accepted project management methodology throughout the Transition process.

The plans will include Transition of all End-Users to the new Contract and subsequent Contract(s). For both Transition-In and Transition-Out, the entire Transition process must take place at no additional cost to State or local government Agencies, and remain transparent to the End-User of the service including maintaining existing End-User telephone numbers, and consideration for local number portability. DTS/ONS will evaluate the Transition plans as part of the Contractor Proposal and jointly approve implementation of the plans.

The State recognizes the complexities and risks involved in a Transition project of this size and magnitude. The State reserves the right to modify the Transition plans where deemed in the best interest or benefit of the State or authorized Customers of the Contract.

In addition, the State retains the option to identify performance Requirements and to establish rights and remedies for performance associated with Transition milestones, tasks and schedules.

Bidder understands the Requirement and shall meet or exceed it? Yes _____ No _____

Reference: document _____

6.2.14.2 Security (M)

The State expects stringent security Standards, based upon the transmission of confidential or sensitive data. Most security Requirements are based on the potential for fraud or disruption of State services if either a physical network or transmitted data were compromised.

The Contractor's shall commit to the following:

- Vulnerability Assessments
- System Health Monitoring
- Network Security Audits
- Security Administration
- Physical site security

DTS/ONS reserves the right to participate in the development/review of the Security Plan at its discretion.

A reference document is not required as a response to this RFP section. The Bidder's commitment to the Requirement above will be evaluated on a pass/fail basis only.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____
location_____ page_____ paragraph_____

Description:

- Contract-marketing activities are limited to the approved contracted services
- As part of its contractual obligation to assist Agencies in business planning, the Contractor may discuss technology applications or solutions with Customers. The Contractor shall not present services that are not available on the Contract in a manner that implies to the Customer the service will be made contractually available. If Contractor is unsure on the status of proposed services it has submitted to the State for consideration, or if a service will qualify for inclusion on the Contract, the Contractor shall contact DTS/ONS for clarification
- Marketing brochures and materials for contracted services must be approved by the DTS/ONS prior to distribution
- Joint State/Contractor planning and training and State verification that validates that marketing representatives have been trained on Contract services, and knowledgeable on Contract terms and conditions
- Detailed monthly Customer profiles which include Agency identification, Customer (End-User) service locations, service types (by service identifier number), billing telephone number, quantity per service type/minutes as applicable, phone numbers. Reports will be submitted in accordance with Section 6..2.23.2
- Detailed monthly reports on Contract usage for State and local government. Reports will be submitted in accordance with Section 6.2.23 and 6.2.24
- Establishing a joint forum, within 90 calendar days of Contract award and annually thereafter, for Contractor and DTS/ONS market planning to enhance Contract utilization. DTS/ONS or Contractor may convene a marketing forum to address marketing planning
- Marketing plan must ensure compliance with terms and conditions of the Contract

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

- Usage charge
- Calls
- Contract rate
- Administrative fee rate
- Customer rate (Contract rate with administrative fee)
- Administrative fee totals
- Total charges identified by Agency and also by State/local designation
- Contractor/Subcontractor/Affiliate name

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

6.2.23.2.2 DTS/ONS Detail of Services Billed Report by Service (M)

The DTS/ONS Detail of Services Billed Report By Service shall provide, at a minimum, the following information: (List each service type separately).

- Date
- Service period
- Service type
- Service feature type
- Contract Rate
- Administrative fee rate

- Customer rate
- Unique service/feature identification code
- Quantities
- Quantity of new installations
- Quantity of new terminations
- Total calls
- Total minutes
- Total recurring charges
- Non-recurring charges
- Total usage charges
- Itemized taxes and surcharges by service
- Total credits and adjustments
- Total Administrative Fees
- Total monthly charges (including Administrative Fee)
- Customer bill group (e.g., executive, local government, higher education, etc.)
- Contractor/Subcontractor/Affiliate name

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____
location_____ page_____ paragraph_____

Description:

- Customer bill group (e.g., executive, local government, higher education, etc.)
- Contractor/Subcontractor/Affiliate name

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

6.2.23.2.4 Trouble Ticket/SLA Credits Fiscal Report (M)

The Trouble Ticket/SLA Credits Fiscal Report shall provide the following information at a minimum:

- Trouble ticket number
- Customer name
- Customer address
- Service address
- Contractor name (all vendors involved with the outage)
- Agency ID
- Billing number
- Billing number name
- Type of outage
- Description of outage

6.2.25 REQUIRED TRANSITION STRATEGY (M)

The awarded Contractor shall participate in two transition phases and submit two separate plans; Transition-In is the transition from the incumbent Contractor services to the new Contractor services. Transition-Out occurs at the end of the Contract Term or cancellation of the Contract, whichever occurs first. The Contractor agrees to cooperate fully with the State and awarded Contractor(s) in planning, coordinating, and implementing both required transition phases. For both phases, the Contractor will provide a plan that will assure the State that all services will be transitioned to the Contract services in a timely and efficient manner.

To ensure that the State business objectives are met, DTS/ONS shall have prior approval authority for both Transition-In and Transition-Out Plans.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

6.2.25.1 Transition-In Requirements of Startup (M)

As part of the RFP response, the Contractor will submit a Transition-In plan that will be evaluated on the following:

1. Describe in detail the minimal End-User impact during transition
2. Describe in detail the transition schedule that ensures timely transition of all contracted services
3. Transition planning strategy and schedule that considers:
 - Customer (State and public Agency)
 - Customer location
 - Service type/category or technology

- Service complexity
 - Interoperability Requirements/considerations
 - Service quantity considerations
 - Customer special business Requirements
 - Public safety considerations
 - Consider impact on State and Customer's business and operational Requirements in establishing transition schedules
4. Describe in detail that no additional cost will be charged to the End-User for transition of services.
 5. Strategy for establishing agreements, with Independent Local Exchange Carriers necessary to ensure continuity of statewide end-to-end services. Agreements shall be in effect at Contract award.
 6. Processes for transition of local government Customers subscribing to services under the Authorization to Order Under State Agreement provisions.
 7. Strategy to create implementation processes and procedures necessary for transition of incumbent Contractor, Affiliates, or reseller services to new contracted services.
 8. Cutover process including planning, service inventory verification, order freeze, disconnect/new order processes and emergency procedures.
 9. For the purpose of the cutover process, Transition is not deemed complete until customer-billing accounts for disconnected services has been paid in full.
 10. Identity of support activities and description of tasks to prepare Customer locations for transition (where applicable).
 11. Strategy for transition of State Integrated Billing System (SIBS) and incumbent's billing System to new Contractors invoice Systems.
 12. Processes, procedures, and timeliness necessary to resolve billing discrepancies and reconciling billing invoices.
 13. Identification of transition tasks dependent on State and/or Customer data or resources.
 14. Identification of what the Contractor views the State and Customer roles and responsibilities in transition planning and implementation of new Contract services.
 15. Transition Management Plan to effectively manage transition through commitment of staff resources and with required skills.
 16. Identification of Customer training necessary to support Transition-In, Section 6.2.15.

17. Structure of organization to support transition.
18. Development of a transition strategy that can be defined in detail and implemented immediately upon award
19. Inclusion of training plans for training categories and Requirements identified in Section 6.2.15.
20. Contractor shall submit a schedule and plan for transition of administrative fees as follows:
 - Conversion schedule for Administrative Fees
 - Process for establishing Administrative Fees
 - Process for transitioning of Administrative Fees from CALNET Contractor to Contractor's CALNET II new Administrative Fees
21. Other plan content.
22. Contractor shall use industry accepted project management methodology throughout the Transition process.
23. Upon award of the Contract, the Contractor shall establish a service inventory database of transitioned services. The database is intended to include all transitioned services as well as services added throughout the Contract Term. This database will be maintained throughout the Contract Term and be made available to DTS/ONS in the timeframes described in Section 6.2.22.3.4.

The State acknowledges that many of the transition Requirements of this Section may not be known, defined, or may not be completed until Contract award. In responding to the Requirements of this Section, the expectation of the State is that the Bidder will acknowledge, demonstrate, and recommend to the extent possible all considerations necessary for developing and implementing a successful transition plan.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

- b. Fiscal Impact: the State does not anticipate any cost to transition services.
 - c. Strategy for transition of Contractor services to new Contractor services
 - d. Strategy for transition of invoicing Systems
 - e. Identification of tasks dependent on State data or resources
 - f. Structure and organization (e.g., Business Plan – Section 4.5.7) to support current Contract terms and conditions and resources to support transition of services
 - g. Describe in detail how the Contractor, subcontractors, and Affiliates invoices shall be reconciled for transition to new Contractor's invoicing System(s) services
 - h. Other elements necessary for transition planning
7. Contractor shall submit a schedule and plan for transparent transition of services to support the continued billing, collection, and remittance of Administrative Fees for services billed under the Contract.
8. Contractor shall use industry accepted project management methodology throughout the Transition process.

The plans will include transition of all End-Users to the new Contract and subsequent Contract(s). For both Transition-In and Transition-Out, the entire transition process must take place at no additional cost to State or local government Agencies, and remain transparent to the End-User of the service including maintaining existing End-User telephone numbers, and consideration for local number portability. DTS/ONS will evaluate the transition plans as part of the Contractor Proposal and jointly approve implementation of the plans.

The State recognizes the complexities and risks involved in a transition project of this size and magnitude. The State reserves the right to modify the transition plans where deemed in the best interest or benefit of the State or authorized Customers of the Contract.

In addition, the State retains the option to identify performance Requirements and to establish rights and remedies for performance associated with transition milestones, tasks and schedules.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

6.3.2 HOSTED STANDALONE IP TELEPHONY SERVICES (M-O)

The Contractor shall provide a full turnkey Hosted Standalone IP Telephony solution for the State. The Hosted Standalone VoIP solution shall be interoperable with and traverse successfully across the PSTN. The proposed Hosted IP voice service shall include design, analysis, cabling, Software, Hardware, training and ongoing maintenance and upgrades.

The service shall deliver business-class telephony features, supporting standard business lines, direct inward dial (DID) lines, gateway services to local PSTNs, and least cost (monetary) routing. The service shall be delivered on a simple “per seat per month” cost basis.

The Contractor shall comply with the local number portability regulations and emergency service Requirements including E9-1-1 services to identify the location of an originating station and route the call to the appropriate Public Safety Answering Point (PSAP). All E9-1-1 associated updates including premise Equipment shall be the responsibility of the Contractor.

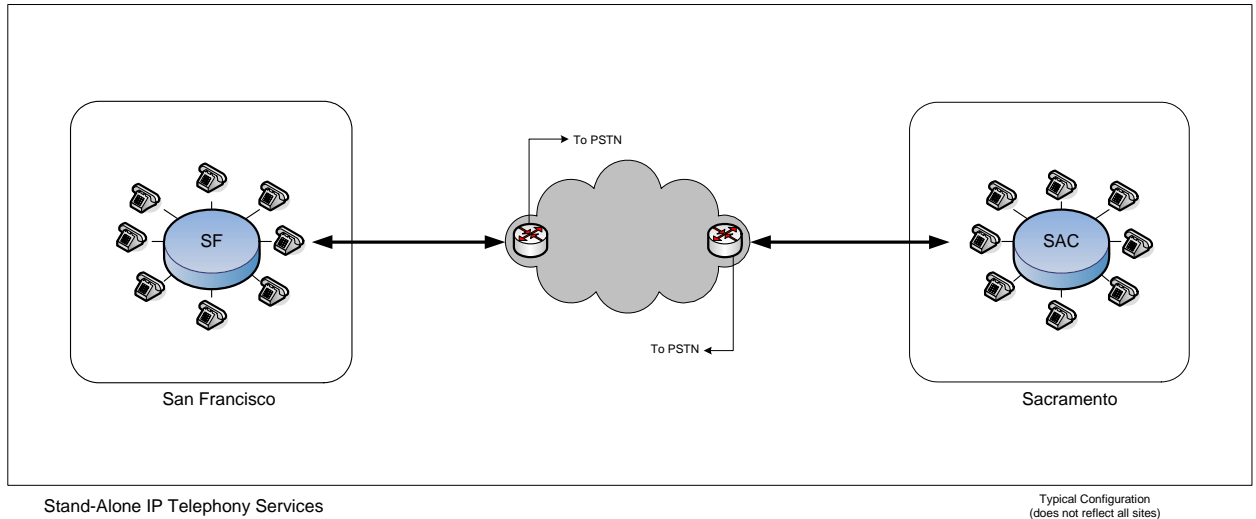
No long distance fees shall apply between service areas. All off-net toll and toll free services shall be provided through the Module 3 Contractor.

Geographic Requirements:

For the purposes of evaluation only, the Contractor shall provide Hosted Standalone VoIP Services in the specific cities specified below.

- Sacramento
- Oakland
- San Francisco
- Los Angeles
- San Diego
- San Jose

Figure 6.3.1a



Hosted Standalone IP Telephony Services are not required to be available at the time of award, however, the Contractor shall negotiate with the State to establish implementation timelines to provide service to the geographic locations listed above.

The Contractor's proposed Voice over Internet Protocol Transport supporting the Converged Services, IP Telephony shall conform to the following Standards as applicable:

- IETF RFC 2132 for DHCP
- IETF RFC's 2916 ENUM, 2806
- IPv4. IPv6 when and where offered commercially by the Contractor
- IETF RFC 1349 ToS, 2474, 2475 DiffServ
- ITU-T E.164
- ITU-T G.711, G.723.x, G.726, G.728, or G.729.x
- ITU-T H.248.1 (MEGACO), H.323, H.350 when and where offered commercially by the Contractor
- ITU-T P.800 series of Standards for telephone transmission quality.
- ITU-T T.30, T.37 and T.38, Group III fax

The Contractor shall comply with the local number portability regulations and emergency service Requirements including E9-1-1 services to identify the location of an originating station and route the call to the appropriate Public Safety Answering Point (PSAP).

The Contractor's proposed Voice over Internet Protocol Transport supporting the Converged Services, IP Telephony services shall conform to the following Standards as applicable:

- IETF RFC 2132 for DHCP
- IETF RFC's 2916 ENUM, 2806
- IPv4. IPv6 when and where offered commercially by the Contractor
- IETF RFC 1349 ToS, 2474, 2475 DiffServ
- ITU-T E.164
- ITU-T G.711, G.723.x, G.726, G.728, or G.729.x
- ITU-T H.248.1 (MEGACO), H.323, H.350 when and where offered commercially by the Contractor
- ITU-T P.800 series of Standards for telephone transmission quality.
- ITU-T T.30, T.37 and T.38, Group III fax
- Media Gateway Control Protocol (MGCP) IETF RFC 3435 when and where offered commercially by the Contractor
- IETF RFC 3550 Real-Time Transport Protocol (RTP)
- IETF RFC 2205 Resource Reservation Protocol (RSVP)
- IETF RFC 3261 SIP (Session Initiation Protocol) when and where offered commercially by the Contractor.
- IETF RFC 768 User Datagram Protocol (UDP).

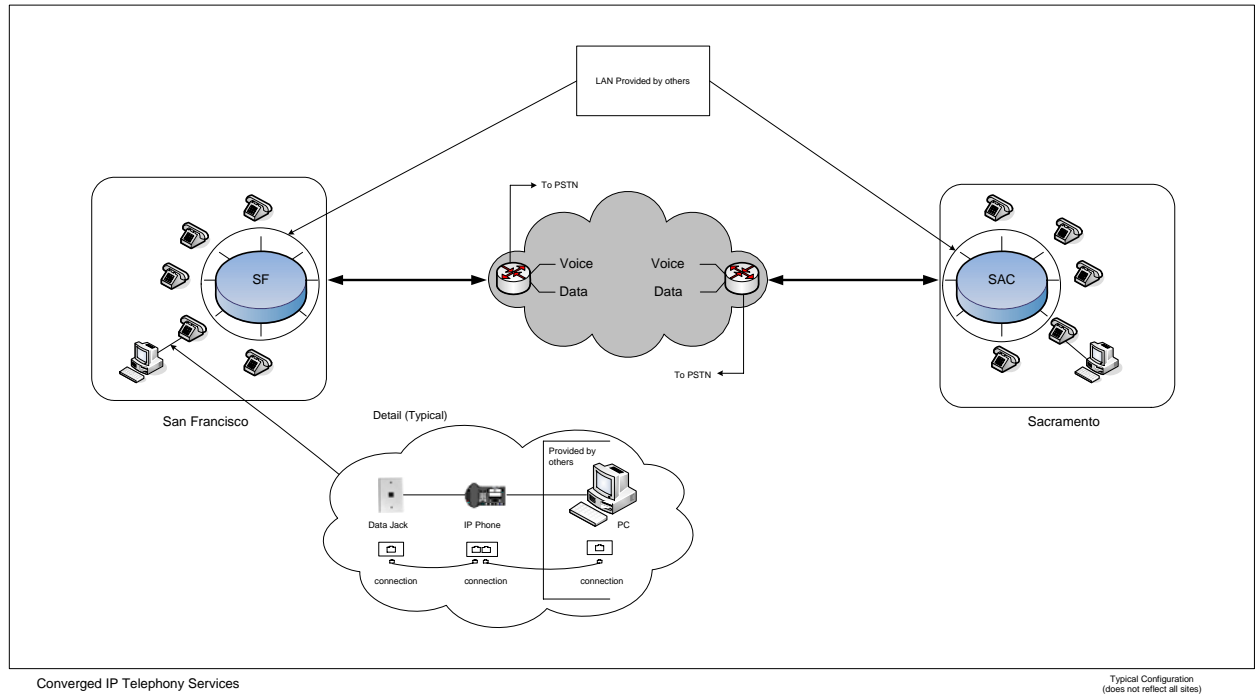
For design purposes, the Contractor shall use the information below to create a service proposal design.

The model consists of 6 separate sites with a combined total of 4000 End-Users. Locations and headcounts are as follows:

- Sacramento 2000 phones
- Los Angeles 2000 phones
- San Francisco 1600 phones

- Oakland 800 phones
- San Jose 800 phones
- San Diego 800 phones

Figure 6.3.4.a



- Marketing brochures and materials for contracted services must be approved by the DTS/ONS prior to distribution
- Joint State/Contractor planning and training and State verification that validates that marketing representatives have been trained on Contract services, and knowledgeable on Contract terms and conditions
- Detailed monthly Customer profiles which include Agency identification, Customer (End-User) service locations, service types (by service identifier number), billing telephone number, quantity per service type, and unique service identifiers for each service provided at each customer location. Reports will be submitted in accordance with Section 6.3.15.2
- Detailed monthly reports on Contract usage for State and local government. Reports will be submitted in accordance with Sections 6.3.15 and 6.3.16
- Establishing a joint forum, within 90 calendar days of Contract award and annually thereafter, for Contractor and DTS/ONS market planning to enhance Contract utilization. DTS/ONS or Contractor may convene a marketing forum to address marketing planning
- Marketing plan must ensure compliance with terms and condition of the Contract

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

6.3.11 INVOICING SERVICES (M)

Contractor shall provide invoices and supporting reports for all of the products, services, and features provided for CALNET II. Invoices will be provided in multiple media and in accordance with the formats described in this Section 6.3.11.

- Service/Feature type
- Unique service/feature identification code
- Quantity of new installations
- Current quantities
- Calls
- Usage charge
- Total lines (per seat quantity)
- Quantity of service terminations
- Contract rate
- Administrative fee rate
- Customer rate (Contract rate with administrative fee)
- Administrative fee totals
- Total charges identified by Agency and also by State/local designation
- Equipment
- Contractor/Subcontractor/Affiliate name

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

6.3.15.2.2 DTS/ONS Detail of Services Billed Report by Service (M)

The DTS/ONS Detail of Services Billed Report By Service shall provide, at a minimum, the following information: (List each service type separately).

- Date
- Service period
- Service type
- Service feature type
- Contract Rate
- Administrative fee rate
- Customer rate
- Unique service/feature identification code
- Quantities
- Quantity of new installations
- Quantity of new terminations
- Usage charge
- Total recurring charges including any ongoing charges/credits that are billed separately from the recurring charge section
- Any one-time charges/credits.
- Itemized taxes and surcharges by service
- Total credits and adjustments
- Total Administrative Fees
- Total monthly charges (including Administrative Fee)
- Customer bill group (e.g., executive, local government, higher education, etc.)
- Contractor/Subcontractor/Affiliate name

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

- Total monthly charges
- Customer bill group (e.g., executive, local government, higher education, etc.)
- Contractor/Subcontractor/Affiliate name

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

6.3.15.2.4 Trouble Ticket/SLA Credits Fiscal Report (M)

The Trouble Ticket/SLA Credits Fiscal Report shall provide the following information at a minimum:

- Contractor and Customer trouble ticket #
- Customer name
- Customer address
- Service address
- Contractor name (all vendors involved with the outage)
- Agency ID
- Billing number
- Billing number name
- Type of outage
- Description of outage
- Date(s) of outage

Contractor agrees to cooperate fully with the State and awarded Contractors in planning, coordinating, and implementing the required strategies.

To ensure that the State business objectives are met, DTS/ONS shall have prior approval authority for both Migration and Transition-Out Plans.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

6.3.18.1 Migration Plan Requirements of Startup (M)

As part of the RFP response, the Contractor will submit a Migration Plan that will be evaluated on the following:

1. Detailed description of the minimal End-User impact during Migration
2. Migration planning strategy and schedule that considers:
 - Customer (State and public Agency)
 - Customer location
 - Service type/category or technology
 - Service complexity
 - Interoperability Requirements/considerations
 - Service quantity considerations
 - Customer special business Requirements
 - Public safety considerations
 - Consider the impact on State and Customer's business and operational Requirements when establishing Migration schedules

6.4.8.5 Marketing Requirements (M)

The DTS/ONS will approve all Contractor's CALNET II marketing materials and, at DTS/ONS's discretion, will be present on marketing calls to Agencies. Contractor shall employ industry accepted marketing practices to inform Agencies of the availability and benefits of contracted services. Contractor will submit marketing plans for approval within 90 calendar days of Contract award and annually thereafter, except as described below. There will be no cost associated with the collaborative marketing plans, and the marketing plans will include, at a minimum, the following provisions:

- Contract-marketing activities are limited to the approved contracted services
- As part of its contractual obligation to assist Agencies in business planning, the Contractor may discuss technology applications or solutions with Customers. The Contractor shall not present services that are not available on the Contract in a manner that implies to the Customer the service will be made contractually available. If Contractor is unsure on the status of proposed services it has submitted to the State for consideration, or if a service will qualify for inclusion on the Contract, the Contractor shall contact DTS/ONS for clarification
- Marketing brochures and materials for contracted services must be approved by the DTS/ONS prior to distribution
- Joint State/Contractor planning and training and State verification that validates that marketing representatives have been trained on Contract services, and knowledgeable on Contract terms and conditions
- Detailed monthly Customer profiles which include Agency identification, Customer (End-User) service locations, service types (by service identifier number), billing telephone number, quantity per service type, and unique service identifiers for each service provided at each Customer location. Reports will be submitted in accordance with Section 6.4.13.2
- Detailed monthly reports on Contract usage for State and local government. Reports will be submitted in accordance with Sections 6.4.13 and 6.4.14
- Establishing a joint forum, within 90 calendar days of Contract award and annually thereafter, for Contractor and DTS/ONS market planning to enhance Contract utilization. DTS/ONS or Contractor may convene a marketing forum to address marketing planning

- Administrative fee rate
- Customer rate (Contract rate with administrative fee)
- Administrative fee totals
- Total charges identified by Agency and also by State/local designation
- Equipment
- Contractor/Subcontractor/Affiliate name

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

6.4.13.2.2 DTS/ONS Detail of Services Billed Report by Service (M)

The DTS/ONS Detail of Services Billed Report By Service shall provide, at a minimum, the following information: (List each service type separately).

- Date
- Service period
- Service type
- Service feature type
- Contract Rate
- Administrative fee rate
- Customer rate
- Unique service/feature identification code

- Quantities
- Quantity of new installations
- Quantity of new terminations
- Usage charge
- Total recurring charges, including any ongoing charges/credits that are billed separately from the recurring charge section
- Any one-time charges/credits Itemized taxes and surcharges by service
- Total credits and adjustments
- Total administrative fees
- Total monthly charges (including administrative fee)
- Customer bill group (e.g., executive, local government, higher education, etc.)
- Contractor/Subcontractor/Affiliate name

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

6.4.13.2.3 DTS/ONS Detail of Services Billed Report by Agency (M)

The DTS/ONS Detail of Services Billed By Agency Report shall provide, at a minimum, the following information: (List each service type separately)

- Date
- Agency ID
- Customer name

- Customer address
- Service Address
- Bill payer number
- Billing number
- Service period
- Service type
- Service/feature type
- Contract Rate
- Administrative Fee rate
- Customer Rate
- Unique service/feature identification code
- Quantities
- Usage charge
- Total recurring charges, total non-recurring charges/credits, itemized taxes and surcharges
- Administrative Fee rate charges
- Total administrative fees collected
- Total monthly charges
- Customer bill group (e.g., executive, local government, higher education, etc.)
- Contractor/Subcontractor/Affiliate name

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

Module 3 and 4. The second phase is a Transition-Out plan. Transition-Out occurs at the end of the Contract Term or cancellation of the Contract, whichever occurs first. The Contractor agrees to cooperate fully with the State and awarded Contractors in planning, coordinating, and implementing the required strategies.

To ensure that the State business objectives are met, DTS/ONS shall have prior approval authority for both Migration and Transition-Out Plans.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

6.4.16.1 Migration Plan Requirements of Startup (M)

As part of the RFP response, the Contractor will submit a Migration plan that will be evaluated on the following:

1. Describe in detail the minimal End-User impact during Migration
2. Migration planning strategy and schedule that considers:
 - Customer (State and public Agency)
 - Customer location
 - Service type/category or technology
 - Service complexity
 - Interoperability Requirements/considerations
 - Service quantity considerations
 - Customer special business Requirements
 - Public safety considerations
 - Consider the impact on State and Customer's business and operational Requirements when establishing Migration schedules

- Bidders are advised not to label their requested changes as proprietary or confidential. Unless specifically allowed in the RFP (i.e., submitted financial information in response to Bidder Responsibility), labeling a response as proprietary or confidential will cause such labeling to be ignored. The Bidder's response will be subject to the public records act and therefore disclosed upon issuance of the Notice of Intent to Award in accordance with Public Contract Code 10342 - 10344
- Cost data, rates, or other pricing factors shall not be included in any part of the proposed contract language submittal
- Volumes 2 and 3 are not required for this submission item

8.3.3 Conceptual Proposal Submittal

- The Conceptual Proposal must be submitted by the date indicated in Section 1.7 – KEY ACTION DATES
- The Conceptual Proposal must include the information described in RFP Section 5.25
- Bidder's Conceptual Proposals must include a thorough description of the technology and resources the Bidder intends to employ as a solution to the Requirements of the Module being addressed in the Proposal. All of the Requirements described in Section 6, Business and Technical Requirements, should be addressed in the Conceptual Proposal with at least an overview of the Bidder's solution for each Module proposed by the Bidder. RFP Sections 6.1 – 6.1.14.2 cover Module 1, Core Services. RFP Sections 6.2 – 6.2.25.2 cover Module 2, Long Distance Services for Voice. RFP Sections 6.3 – 6.3.18.2 cover Module 3, Network Based Internet Protocol Services. RFP Sections 6.4 – 6.4.16.2 cover Module 4, Broadband Fixed Wireless Access
- Bidders are advised not to label their responses as proprietary or confidential. Unless specifically allowed in the RFP (i.e., submitted financial information in response to Bidder Responsibility), labeling a response as proprietary or confidential will cause such labeling to be ignored. The Bidder's response will be subject to the public records act and therefore disclosed upon issuance of the Notice of Intent to Award in accordance with Public Contract Code 10342 - 10344
- The State will not accept company literature or pre-written information attached to the Conceptual Proposal in lieu of a thoughtful, fully considered response to the questions presented. The Conceptual Proposal is to contain a general description of the Bidder's approach to meeting the Requirements of the RFP with enough detail, including diagrams, to allow the State to determine if there are any conceptual defects or deficiencies in the Bidder's proposed solution. The Conceptual Proposal should not focus on the superlative capabilities of the Bidder, but instead should focus on the Bidder's proposed solution

Figure 8-1, Submission Items

The table below is provided to assist Bidders with submissions. It identifies the necessary content as it relates to each separate submission item. The “X” in the table indicates the items required for each submission. The “*” in the table indicates the items require at least an overview for each submission.

Content/Structure	Submission Item					
	Prequalifying Documents	Changes to Contract Language	Conceptual Proposal	Detailed Technical Proposal	Draft Proposal	Final Proposal
Pre-qualifying Documentation (See RFP Sections 1 and 5)						
Letter of Intent to Bid (Exhibit 1-A)	X					
Statement of Experience and Financial Condition (Exhibit 1-C)	X					
Confidentiality Agreement (Exhibit 1-D)	X					
CPUC Certification to provide services (RFP Section 5.5)	X					
Volume 1- Response to Requirements						
Cover Letter	X		X	X	X	X
Table of Contents			X	X	X	X
Executive Summary			X	X	X	X
Conceptual Response			X			
Contract Business Relationship Responses (See RFP Section 4.5)				X	X	X
Business and Technical Requirements Response for Module 1 (See RFP Section 6.1 – 6.1.14.2)			*	X	X	X
Business and Technical Requirements Response for Module 2 (See RFP Section 6.2 – 6.2.25.2)			*	X	X	X
Business and Technical Requirements Response for Module 3 (See RFP Section 6.3 – 6.3.18.2)			*	X	X	X
Business and Technical Requirements Response for Module 4 (See RFP Section 6.4 – 6.4.16.2)			*	X	X	X
Detailed Administrative Response (See RFP Section 5.1 – 5.28) Include the following forms: <ul style="list-style-type: none"> DVBE Requirements (STD 840) without dollar amounts. Actual dollar amounts must be included in Sealed Cost Response. (5-J) Signed Payee Data Record (STD 204) Contractor’s License Information (5-A) List of Proposed Subcontractors (5-B) Worker’s Compensation Certification (5-C) Signed Federal Debarment Cert. (5-H) Optional Preference Programs, if claiming (Small Business, TACPA, EZA, LAMBRA) Customer Reference Forms (5-K) ADA Compliance Statement Letter of Bondability 					X	X
Volume 2 - Literature, if applicable			X	X	X	X
Volume 3 – Costs (RFP Section 7)						
<u>No dollar amounts</u> , line items only identified					X	
With actual dollar amounts (Sealed Separately)						X
Volume 4 – Completed Contract						
Proposed Changes to Contract Language		X				
Appendix B (Model Contract)					X	X

6.3.10.5	Marketing Requirements	8	40		
6.3.11	Invoicing Services	144	720		
6.3.11.1	Invoicing System Services	78	390		
6.3.11.2	Fraud Management System	8	40		
6.3.11.4	Invoice Audits	8	40		
6.3.11.5	Administration Fee Collection	8	40		
6.3.11.6	CALSTARS	42	210		
6.3.12	Contracted Service Project Work	34	170		
6.3.12.1	Coordinated Project Work	17	85		
6.3.12.2	Managed Project Work	17	85		
6.3.13	Customer Advocacy	108	540		
6.3.13.1	Customer Service Center	80	400		
6.3.13.2.1	Escalation Plan	7	35		
6.3.13.2.2	Technical Resources	14	70		
6.3.13.2.3	Network Outage Response	7	35		
6.3.14	Service Level Agreements	200	1000		
6.3.14.2	Network Service level Agreements	166	830		
6.3.14.3	Administrative Service Level Agreements	34	170		
6.3.15	Fiscal Management	118	590		
6.3.15.1	Fiscal Management Database(s)	118	590		
6.3.16	Management Tools and Reports	136	680		
6.3.16.3	Customer Trouble Ticket Reporting & Tracking System	68	340		
6.3.16.4	Network Monitoring Application/Tool	68	340		
6.3.17	Required Implementation/Transition Strategy	136	680		
6.3.17.1	Transition Requirements of Startup	68	340		
6.3.17.2	Transition Requirements of Termination	68	340		
Totals:		2,268	9616		

Table 9.5.3 – D1 Hosted Standalone IP Locations

(One-tenth of a point will be earned for the value of each location where service is available. Example: Availability is Santa Ana will earn $170 \times .1$, or 17.0 points.)

Table 9.5.3 – D1 Hosted Standalone IP Locations			
LOCATION	Weight	Hosted Standalone IP Availability	Points Earned
SAN FRANCISCO	492		
LOS ANGELES	405		
OAKLAND	391		
SACRAMENTO	365		
SAN DIEGO	238		
SAN JOSE	197		
SANTA ANA	170		
FRESNO	107		
HAYWARD	102		

Table 9.5.3 – E1 BFWA Data Channel Basic Line Rate Additional Specific Listed Geographic Locations

(One-tenth of a point will be earned for the value of each location where service is available. Example: Availability is Santa Ana will earn $170 \times .1$, or 17.0 points.)

TABLE 9.5.3 – E1 BFWA BASIC CHANNEL LOCATIONS			
LOCATION	Weight	100k Availability	Points Earned
SAN FRANCISCO	492		
LOS ANGELES	405		
OAKLAND	391		
SACRAMENTO	365		
SAN DIEGO	238		
SAN JOSE	197		
SANTA ANA	170		
FRESNO	107		
HAYWARD	102		
PASADENA	70		
RICHMOND	56		
VAN NUYS	52		
MARTINEZ	51		
SALINAS	49		
ANAHEIM	40		
ESCONDIDO	37		
ORANGE	36		
FAIRFIELD	35		
ALHAMBRA	34		
RIVERSIDE	31		
VENTURA	28		
REDDING	27		
FREMONT	27		
IRVINE	25		
EL MONTE	24		
SANTA CRUZ	22		
SANTA CLARA	22		
BREA	22		
VALLEJO	20		
RANCHO CORDOVA	20		
VISALIA	19		
MODESTO	19		
PORTERVILLE	18		
WALNUT CREEK	17		
SAN BERNARDINO	17		

TABLE 9.5.3 – E1 BFWA BASIC CHANNEL LOCATIONS			
LOCATION	Weight	100K Availability	Points Earned
COLMA	1		
COLFAX	1		
COALINGA	1		
CLYDE	1		
CLAYTON	1		
CHESTER	1		
CHATSWORTH	1		
CERES	1		
CATHEDRAL CITY	1		
CAPITOLA	1		
CAMINO	1		
BYSD	1		
BURNEY	1		
BUELLTON	1		
BRISBANE	1		
BRENTWOOD	1		
BLUE LAKE	1		
BLACK HAWK	1		
BEVERLY HILLS	1		
BELMONT	1		
ATASCADERO	1		
ANGWIN	1		
ANGELS CAMP	1		
ANDERSON	1		
ALTADENA	1		
Total	4313		

Table 9.5.3 – E2 BFWA Data Channel Enhanced Line Rate Additional Specific Listed Geographic Locations

(One-tenth of a point will be earned for the value of each location where service is available. Example: Availability is Santa Ana will earn $170 \times .1$, or 17.0 points.)

TABLE 9.5.3 – E2 BFWA ENHANCED CHANNEL LOCATIONS			
LOCATION	QTY	200k Availability	Points Earned
SAN FRANCISCO	492		
LOS ANGELES	405		
OAKLAND	391		
SACRAMENTO	365		

Table 9.5.3 – E3 BFWA Additional Line Rate Data Channel Service Locations

(One-tenth of a point will be earned for the value of each location where service is available. Example: Availability in Santa Ana will earn $170 \times .1$, or 17.0 points.)

TABLE 9.5.3 – E3 BFWA ADDITIONAL LINE RATE DATA CHANNEL SERVICE				
LOCATION	Weight	200k - 700k Availability From 6.4.3.3.A	700k or greater Availability From 6.4.3.3.B	Points Earned
SAN FRANCISCO	492			
LOS ANGELES	405			
OAKLAND	391			
SACRAMENTO	365			
SAN DIEGO	238			
SAN JOSE	197			
SANTA ANA	170			
FRESNO	107			
HAYWARD	102			
PASADENA	70			
RICHMOND	56			
VAN NUYS	52			
MARTINEZ	51			
SALINAS	49			
ANAHEIM	40			
ESCONDIDO	37			
ORANGE	36			
FAIRFIELD	35			
ALHAMBRA	34			
RIVERSIDE	31			
VENTURA	28			
REDDING	27			
FREMONT	27			
IRVINE	25			
EL MONTE	24			
SANTA CRUZ	22			
SANTA CLARA	22			
BREA	22			
VALLEJO	20			
RANCHO CORDOVA	20			
VISALIA	19			
MODESTO	19			
PORTERVILLE	18			

TABLE 9.5.3 – E3 BFWA ADDITIONAL LINE RATE DATA CHANNEL SERVICE				
LOCATION	Weight	200k - 700k Availability From 6.4.3.3.A	700k or greater Availability From 6.4.3.3.B	Points Earned
ALTADENA	1			
Total	4313			

Table 9.5.3 – E4 Wireline Additional Line Rate Data Channel Service

(One-tenth of a point will be earned for the value of each location where service is available. Example: Availability is Santa Ana will earn 170 x .1, or 17.0 points.)

TABLE 9.5.3 – E4 WIRELINE ADDITIONAL LINE RATE DATA CHANNEL SERVICE				
LOCATION	Weight	200k - 700k Availability From 6.4.4.3.A	700k or greater Availability From 6.4.4.3.B	Points Earned
SAN FRANCISCO	492			
LOS ANGELES	405			
OAKLAND	391			
SACRAMENTO	365			
SAN DIEGO	238			
SAN JOSE	197			
SANTA ANA	170			
FRESNO	107			
HAYWARD	102			
PASADENA	70			
RICHMOND	56			
VAN NUYS	52			
MARTINEZ	51			
SALINAS	49			
ANAHEIM	40			
ESCONDIDO	37			
ORANGE	36			
FAIRFIELD	35			
ALHAMBRA	34			
RIVERSIDE	31			
VENTURA	28			
REDDING	27			
FREMONT	27			
IRVINE	25			
EL MONTE	24			
SANTA CRUZ	22			
SANTA CLARA	22			

(In providing information for paragraph 1, use additional pages and attach to IPRN as necessary.)

2. IPR shall be for Service(s) pricing only. All other Contract terms and conditions, including Service Level Agreements (SLAs), shall remain unchanged.
3. The IPR Service Rate(s) shall require the approval of DTS/ONS prior to implementation.
4. Contractor is responsible for submitting the IPRN to DTS/ONS for approval within ten (10) calendar days of State agency concurrence with proposed rate reduction(s).
5. This IPR Service Rate(s) shall continue in effect from the date of approval by DTS/ONS ("IPR Effective Date") through the remainder of the term of the Contract unless earlier terminated by Agency or DTS/ONS in accordance with the terms and conditions of the Contract.
6. In the event that statewide pricing for any Service(s) listed above are subsequently reduced by Contract Amendment to a rate below that of the IPR Service Rate(s), such statewide pricing shall apply upon becoming effective and shall continue in effect through the remainder of the term of the Contract, provided however that subsequent further statewide pricing reductions for such Service(s) shall apply upon becoming effective.
7. Upon approval of the IPRN by DTS/ONS, the Contractor shall post the IPR Service Rate(s) on a DTS/ONS designated website within ten (10) calendar days of the IPR Effective Date. DTS/ONS shall, at its sole discretion, determine and inform Contractor of the specific information to be posted.
8. The IPRN and information regarding the approved IPR Service Rate(s) shall be subject to the California Public Records Act.
9. IPR Service Rate(s) shall be subject to audit pursuant to the Contract (see Appendix B, Section 33).
10. Whenever any notice or demand is given or required pursuant to this IPRN to Agency, Contractor or State, the notice shall be in writing and delivered to the authorized signatories identified below. Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) days after mailing. Notices delivered by any other method shall be deemed delivered upon receipt.
11. The undersigned Agency, upon execution of this IPRN, certifies that it has received, reviewed and concurs to the proposed rate reduction(s) and any proposed charges applicable to the Service(s) and location(s) described herein above.

Contractor

(Agency)

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Approved By:
Department of Technology Services,
Office of Network Services

By: _____

Title: _____

Date Signed: _____

Denied By:
Department of Technology Services,
Office of Network Services

By: _____

Title: _____

Date Signed: _____